

Coeur d'Alene Tribe Data License

Agreement made this _____ day of _____, 2006 between the Coeur d'Alene Tribe (hereinafter referred to as Licensors) and the _____ (hereinafter referred to as Licensee).

The Licensors agree to grant and Licensee agrees to accept nonexclusive and nontransferable license to use the digital data listed below (in accordance with the terms and conditions of this agreement) and referred to in this license agreement as "Data."

Dataset Common Name	File Name

Licensee hereby accepts such appointment and agrees that all orders for the data placed by the Licensee with Licensors and the relationship of the parties shall be subject to the terms and conditions of this Agreement.

Relationship of Parties

The parties shall be deemed to be solely independent contractors and this Agreement shall not be construed to create any partnership, joint venture, or agency.

Protection of Proprietary Rights

A. The Licensee acknowledges that pursuant to this Agreement it obtains only the right to use the data and that no right, title, or interest in or to any copyrights, trademarks, or other proprietary rights relating to the data is transferred or licensed from Licensors to Licensee.

B. Licensee shall not remove, alter, cover, or obfuscate any acknowledgements, copyright notice, trademark, or other proprietary rights notice placed by Licensors on the data or any portion thereof. Licensee shall comply with directions submitted by Licensors regarding the form and placement of proprietary rights notices on the product, or any portion thereof.

License

Licensors grants a nonexclusive, nontransferable license to the Licensee to use the Data located at the Licensee's address stated above.

This license does not grant the Licensee any right to transfer the Data to other parties. If you transfer possession of any copy, modification, or portion of the Data to another party, your license is automatically terminated.

Limited Warranty

The Data is provided “as is” without warranty of any kind. The entire risk as to the results and performance of the Data is assumed by you. Should the Data prove defective, you assume the entire cost of all necessary servicing, repair, or correction. Further, Licenser does not warrant, guarantee, or make any representations regarding the use of, or results from the use of Data in terms of correctness, accuracy, reliability, currentness, or otherwise; and you rely on the Data and results solely at your own risk.

Licenser does warrant, to the Licensee, that the disk on which the Data is recorded is free from defects in materials and workmanship under normal use and service for a period of 90 days from the date of delivery as evidenced by the return to Licenser of the signed and dated original copy of the Product License Agreement. Licenser’s entire liability and your exclusive remedy shall be replacement of the disk and/or printed material not meeting Licenser’s Limited Warranty and which is returned to the Licenser. If failure of the disk and/or printed material has resulted from accident, abuse, or misapplication of the product, as determined by the Licenser, then Licenser shall have no responsibility to replace the disk and/or printed material under the Limited Warranty.

Terms, Conditions and Termination

This agreement shall become effective on the date Licenser executes the Agreement and transmits an executed copy of the Agreement to the Licensee.

The Licensee agrees to provide Licenser with feedback on any errors or modifications that may need to be made to any part(s) of the Data.

This Agreement shall be perpetual and will continue to be in effect until such time as either party terminates this Agreement. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party. Licenser may terminate this Agreement immediately upon any violation of this Agreement. Upon termination, Licensee shall, if requested by Licenser to do so, return within thirty (30) days the licensed Data. In the event of such termination or in the event of a discontinuation of use of the Data, Licensee will promptly certify in writing to Licenser that the original and all copies in whole or in part of the discontinued or terminated licensed Data have been destroyed.

Returns

Licensee shall return any defective product to Licenser for replacement within ninety (90) days after receipt. Any other returns must be authorized by Licenser.

Amendment and Non-Waiver

This Agreement may not be changed, terminated, or amended without the prior written approval of the Licensor. The Licensee shall be bound by the specifications set forth in the terms and conditions of this Agreement. No course of conduct, action, or inaction on the Licensor's part shall be deemed to be a waiver of any of the Licensor's rights under the Agreement.

Governing Law

This Agreement shall be governed by the laws of the Coeur d'Alene Tribe.

Severability

If any provision of this agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

Date: _____

Signature of Licensee:

Printed Name of Licensee:

Organization Name: _____

Mailing Address: _____

City, State, Zipcode: _____

Phone Number: _____

Email Address: _____ GIS Software Version _____

To be completed by Tribal staff:

Date processed: ____/____/____

Data distributed by: ____ CD/DVD ____ Website ____ Other (____)

Data release OK-ed by: _____